



Amendment No. 2
to
Contract No. NA160000105
for
Inspection and Testing Stationary Cranes
between
Royal Arc Welding Company
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 11, 2019 to May 10, 2020. Two options remain.
- 2.0 The total Contract amount is increased by \$39,731.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/11/2016 – 05/10/2018	\$119,193.00	\$119,193.00
Amendment No. 1: Added Attachment A to SOW 05/29/2018	\$0.00	\$119,193.00
Amendment No. 2: Option 1 - Extension 05/11/2019 – 05/10/2020	\$39,731.00	\$158,924.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:


Printed Name: Helen Murphy
Authorized Representative

Signature:


Linell Goodin Brown
Contract Management Supervisor II
City of Austin
Purchasing Office

5-1-19

Royal Arc Welding Company
23851 Vreeland Road
Flat Rock, MI 48134
hmurphy@royalarc.com
734-789-9099



Amendment No. 1
to
Contract No. MA 2200 NA160000105
for
Inspection and Testing Stationary Cranes
between
Royal Arc Welding Company
and the
City of Austin, Texas

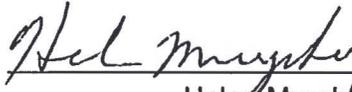
- 1.0 The City hereby amends the above referenced contract to include in the Scope of Work (SOW) Attachment A for adding 60T Crane Test(s).
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/11/16 – 05/10/19	\$119,193	\$119,193
Amendment No. 1: Added Attachment A to SOW	\$0.00	\$119,193

- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 May 29, 2018
Printed Name: Helen Murphy, Sales Manager
Authorized Representative

Royal Arc Welding Company
23851 Vreeland Road
Flat Rock, MI 48134

Signature & Date:


Matthew Duree, Procurement Supervisor
City of Austin Purchasing Office
5-29-18

**Attachment A to the Scope of Work (SOW)
City of Austin Contract MA 2200 NA160000105
Inspection and Testing Stationary Cranes**

Add the following language to the SOW:

Overhead crane testing based on OSHA 1910.179 / Standards-29 CFR criteria is not required. "Load test or Planned Engineered Lift" can be performed based on ASME B30.2-2005 "Overhead and Gantry Cranes (Top Running Bridge, Single or Multiple Girder, Top Running Trolley Hoist)" (Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings-2-2.2.2 Load Test) otherwise ASME B30.2-3.2.1.1.

The American Society of Mechanical Engineers (ASME) developed a specification that minimizes these risks. This specification, ASME B30.2-3.2.1.1, "Planned Engineered Lifts," takes into account special situations.

PLANNED & ENGINEERED

A designated planned date-time-event that requires detailed written instructions with appropriate engineering calculations from the preferred vendor be submitted by three before the event for Supervisor review and approval. Upon approval the test shall be commenced on the agreed date-time-group. The criteria:

1. Only cranes/hoists over 5 tons in capacity are eligible for this process
2. Cannot exceed 125% of Rated Capacity, except as provided in line item 4
3. Shall be limited to two such events in any continuous 12 month period
4. The hoist manufacturer must be consulted if load is to exceed 125%

Each Planned Engineered Lift event must include the following;

1. A review of the history of the hoist, including past mods and maintenance
2. An engineering analysis of the crane including, mechanical, electrical, pneumatic, and hydraulic components
3. A review of the hoist supporting structure
4. A full hoist/crane inspection prior to the lift
5. The lift shall be undertaken under the supervision of a single designated person
6. The initial lift shall be made such that it just clears the ground and then is stopped to check that the hoist brake can handle the overload
7. Upon the brake successfully holding the load, the Planned Engineered Lift can

Attachment A to the Scope of Work (SOW)
City of Austin Contract MA 2200 NA160000105
Inspection and Testing Stationary Cranes

proceed

8. Upon completion of the Planned Engineered Lift, a complete inspection of the crane shall be performed

9. The inspection records and a write-up of the Planned Engineered Lift shall be included in the equipment file



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 11, 2016

Royal Arc Welding Company
Helen Murphy
Sales Manager
23851 Vreeland Road
Flat Rock, MI 48134
hmurphy@royalarc.com

Dear Ms. Murphy:

The City of Austin approved the execution of a contract with your company for Inspection and testing stationary cranes in accordance with the referenced solicitation.

Responsible Department:	Austin Water Department
Department Contact Person:	Lydia Torres
Department Contact Email Address:	Lydia.torres@austintexas.gov
Department Contact Telephone:	512-972-0329
Project Name:	Inspection and Testing Stationary Cranes
Contractor Name:	Royal Arc Welding Company
Contract Number:	MA 2200 NA160000105
Contract Period:	5/11/16 – 5/10/19
Dollar Amount	\$119,193
Extension Options:	3 x 12 month option (\$39,731 each option)
Requisition Number:	15101900050
Solicitation Type & Number:	IFB ISR0013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Senior Buyer
City of Austin
Purchasing Office

cc: Lydia Torres

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Royal Arc Welding Company (“Contractor”)
for
Inspection and Testing Stationary Crane
MA 2200 NA160000105**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Royal Arc Welding Company having offices at Flat Rock, MI 78134 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB ISR0013.

1.1 This Contract is composed of the following documents:

1.1.1 This document

1.1.2 The City’s Solicitation, Invitation for Bid (IFB), ISR0013 including all documents incorporated by reference

1.1.3 Royal Arc Welding Company Offer, dated 4/26/2016

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$119,193 for the initial Contract term and \$39,731 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Royal Arc Welding Company

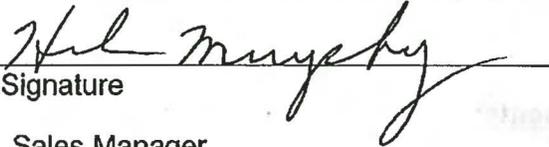
CITY OF AUSTIN

Helen Murphy

Georgia Billela

Printed Name of Authorized Person

Printed Name of Authorized Person


Signature


Signature

Sales Manager

Senior Buyer

Title:

Title:

May 11, 2016

5/11/16

Date:

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: ISR0013

COMMODITY/SERVICE DESCRIPTION: INSPECTION AND TESTING STATIONARY CRANE

DATE ISSUED: February 19, 2016

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 2200 15101900050

LOCATION: Insert address

April 7, 2016

COMMODITY CODE: 95936

BID DUE PRIOR TO: 2:00 P.M. ~~March 10~~, 2016

April 7, 2016

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID OPENING TIME AND DATE: ~~March 10~~, 2016 2:15 p.m.

Irene Sanchez-Rocha

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Senior Buyer

Phone: (512) 974-2554

E-Mail: irene.sanchez-rocha@austintexas.gov

LIVE BID OPENING ONLINE:

Joshua Pace

Buyer II

Phone: (512) 974-3127

E-Mail: Joshua.pace@austintexas.gov

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0013	Purchasing Office-Response Enclosed for Solicitation # ISR0013
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, __ COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701;

phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Royal Arc Welding Company

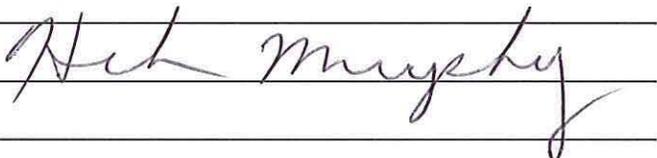
Company Address: 23851 Vreeland Road

City, State, Zip: Flat Rock, MI 48134

Federal Tax ID No. ██████████

Printed Name of Officer or Authorized Representative: Helen Murphy

Title: Sales Manager

Signature of Officer or Authorized Representative: 

Date: April 6, 2016

Email Address: hmurphy@royalarc.com

Phone Number: 734-789-9099

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0835: Non-Resident Bidder Provisions

Company Name Royal Arc Welding Company

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

***USE ADDITIONAL PAGES AS NECESSARY* OFFEROR:**

Name of Local Firm	Not Applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not Applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		

Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

0605 Local Business Presence

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Royal Arc Welding Company

Note to Buyer: request the least number of references necessary to determine Offeror responsibility suggest starting at 3 and generally not more than 5. (ERASE)

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name PLEASE SEE ATTACHED REFERENCES

Name and Title of Contact _____

Project Name _____

Present Address _____ City, State, Zip Code

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____ City, State, Zip Code

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: IFB 2200 ISR0013
PROJECT NAME: Inspection and Testing of Stationary Cranes

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Royal Arc Welding Company		
Address	23851 Vreeland Road		
City, State Zip	Flat Rock, MI 48134		
Phone	734-789-9099	Fax Number	734-789-9023
Name of Contact Person	Helen Murphy		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Helen Murphy - Sales Manager

Name and Title of Authorized Representative (Print or Type)

Helen Murphy
Signature

April 18, 2016
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	NONE		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____	Date _____	Director/Deputy Director _____	Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS**:
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year’s Day	January 1
Martin Luther King, Jr.’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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2

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by February 24, 2016, close of business, either by fax at 512-974-2388 or via e-mail at Irene.sanchezrocha@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of thirty-six months and may be extended thereafter for up to three additional twelve month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

- A. Delivery is to be per specification.

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- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10 th St. Suite 500
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

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- ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
 - B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
 - C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
 - D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
 - E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
 - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

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- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

12. **ECONOMIC PRICE ADJUSTMENT:**

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- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first # of calendar days/months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed _____ percent (_____ %) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU20200000000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National United States	
Description of Series ID: Wages and Salaries for Private Industry	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations)**: Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

38. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lydia Torres

Contract Compliance Specialist Sr.

512-972-0329

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NONCOLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR

INSPECTION AND TESTING OF STATIONARY CRANES

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for annual inspection and testing of stationary crane services for the City of Austin, Austin Water (AW). Requirements include Scope and Classification, Applicable Specifications, Technical Requirements, Reports and Records, Invoicing, and Security.

1.2 Classification

The successful bidder will be required to provide Inspection and testing services for various stationary cranes located at various City of Austin, Austin Water locations. Contracted vendor shall provide all materials, equipment, transportation and sufficient staff to fulfill the requirement of this scope of work as indicated herein. The estimated annual value of this contract is not to exceed \$15,000.

2.0 APPLICABLE SPECIFICATIONS

2.1 The Contractor shall be in compliance with Federal, State and Municipal regulations pertaining to inspection and testing services on stationary crane.

2.2 The Contractor shall abide by EPA and OSHA standards, rules and regulations

2.3 American Society for Nondestructive Testing (ASNT) guidelines, - Technicians Level III and Level II (SNT-TC-1A)

2.4 American Society of Mechanical Engineers (ASME)

3.0 TECHNICAL REQUIREMENTS

3.1 Contractor's Minimum Qualifications & Experience

3.1.1 Contractor shall employ only qualified personnel skilled in the performance of inspecting and testing stationary cranes.

3.1.2 Contractor shall provide a level III technician, certified by the American Society for Nondestructive Testing (ASNT) guidelines, to review methods of testing, prepare and update testing procedures and certify Level II technicians. Level III Technician in this contract is defined as an inspector who is certified by ASNT guidelines to establish test procedures and conduct training and certification examinations of Level II technicians.

3.1.3 Contractor shall provide a level II technician to perform inspection and testing until completed; Level II Technician in this contract is defined as an inspector who is certified by OSHA and ASME guidelines to perform inspections and is qualified according to ASNT standards to conduct the specified tests.

3.1.4 Contractor's Level II and Level III Technicians shall be certified to that level in accordance with the most current Society of Non-destructive Testing Technical Communication 1 (SNT-TC-1A) guidelines. Technicians shall also be trained and certified in accordance with OSHA, ASME and ANSI guidelines.

3.1.5 Contractor shall provide certification records and resumes of technicians within five business days of request by the Contract Manager or designee.

3.2 Contractor's Responsibilities

- 3.2.1 Contractor shall provide inspection and test reports in accordance with the most current OSHA and ASME standards applicable to the crane, on all cranes identified by AW requiring inspection and testing.
- 3.2.2 Contractor shall conduct inspection and testing on cranes identified by AW Contract Manager or designee at the below listed locations:
 - 3.2.2.a Building Location #2 – Hornsby Bend Biosolids Facility
2210 S. FM 973, Austin, TX.
Contact: Chris Adams (512) 972-1997
Ken Lockard (512) 972-1953
 - 3.2.2.b Building Location #4 – Walnut Creek Wastewater Treatment Plant
7113 E. MLK Blvd, Austin, TX.
Contact: Maintenance Supv. (512) 972-1434
Mike Welch (512) 972-1428
 - 3.2.2.c Building Location #6 - #13 Walnut Creek Wastewater Treatment Plant
(Lift Stations)
7113 E. MLK Blvd, Austin, TX
Contact: James Dias (512) 972-14234
Jesse Guillen (512) 972-1420
 - 3.2.2.d Building Location #14 - #21 – South Pumping Stations & Reservoir
Maintenance Division
3616 S. 1st. Street, Austin, TX
Contact: Willie Walker (512) 972-0540
Jaime Pruneda (512) 972-0530
- 3.2.3 Contractor shall provide inspection and test reports in accordance with the most current OSHA and ASME standards applicable to the crane.
- 3.2.4 Contractor shall provide all equipment and materials to conduct inspection and testing at the locations, to include but not limited to, personal protective equipment, safety equipment, ladders and man lifts required to reach the bridge cranes, hoisting equipment, supporting structures and beams.
 - 3.2.4.i Contractor shall have the CM's written approval prior to renting any equipment or tools. Under no circumstances shall the Contractor rent equipment or tools without prior written approval.
 - 3.2.4.ii Contractor shall submit original equipment or tool rental receipt from third party vendor.
 - 3.2.4.iii Contractor shall not be reimbursed for tool/equipment rentals that are not attained through a third party.
 - 3.2.4.iv Contractor shall submit original equipment or tool rental receipt from third party vendor along with signed off CM approval when submitting invoice for payment of equipment or tool rental.
- 3.2.5 Contractor shall provide equipment specifically designed for the inspection and testing of stationary overhead cranes. Test equipment shall be mounted to provide mobility to conduct tests on location.
- 3.2.6 Contractor shall conduct a visual inspection of the integrity and operation of the stationary crane, according to applicable OSHA, ASME and ANSI standards. This shall include slings and under chassis areas that affect stability.

- 3.2.7 Contractor shall conduct magnetic particle testing (dry) and dye penetrate testing of critical or suspect pins, welds and joints in accordance with the current ASTM E709 and E125.
- 3.2.8 Contractor shall perform ultrasonic testing on critical pins in accordance with the current ASTM E114 standard.
- 3.2.9 Contractor shall conduct load test on all cranes not load tested within the past thirteen (13) months.
- 3.2.10 The Contractor shall ensure that equipment is inspected a minimum of 3 weeks before or after the date of the previous annual equipment inspection. Any deviation from this timeframe shall be approved in writing from the Contact Manager or designee.
- 3.2.11 Contractor shall mount test equipment so that electronic testing apparatus and other sensitive equipment is protected from the elements. The test unit shall be equipped so that testing can be completed after business hours upon the request of the Contact Person.
- 3.2.12 The Contractor shall schedule with the Contact Person at each location within 3 weeks prior to the initial inspection to verify the inspection scheduling.
- 3.2.13 The Contractor shall provide a written schedule to the Contract Manager or designee within 1 week prior to the inspection date. The Contract Manager or designee will approve any subsequent schedule changes.
- 3.2.14 The Contractor shall be responsible for working continuously until all inspections and/or testing for that location is completed. Interruptions in the schedule must be approved by the Contact Manager or designee.
- 3.2.15 The Contractor shall designate technician(s) for inspection and testing for the entire service, including emergency responses.
- 3.2.16 The Contractor shall provide laboratory services to support and justify reports of defects found during the inspection and/or testing.
- 3.2.17 The Contractor shall have printed copies of test procedures and shall provide file copies (including calibration and criteria for inspections and tests) to the Contact Manager or designee within three days of contract award. Any subsequent revisions shall be provided to the Contract Manager or designee prior to any work being performed.
- 3.2.18 Satisfactory completion of inspection and/or tests, applicable certificates, documents, reports and seals, shall be provided to the Contract Manager or designee.
- 3.2.19 The Contractor shall prominently affix on the boom of the crane, an inspection sticker recording the date of inspection and/or test, technician(s) name and the equipment number and must remain legible until the next inspection.
- 3.2.20 In the event that a crane cannot be returned to service and cannot be repaired during the inspection, the Contractor shall not affix an inspection sticker. The Contractor shall affix an inspection sticker only upon receipt of written documentation that the crane is properly functioning and any and all corrections have been made.
- 3.2.21 The Contractor shall identify and provide the Contract Manager or designee with a list of crane(s) that are not safe for use.
- 3.2.22 Retest, emergency or return trip: The Contract Manager or designee will notify the Contractor for a retest of failed or originally missed units. The Contractor shall respond within 14 business days of notification.
 - 3.2.22a Cost for a retest, emergency or return trip shall be the same cost as bid on the bid sheet on this solicitation.

- 3.2.23 The Contractor shall provide laboratory services to support and justify reports of defects found during the inspection and/or testing.
- 3.2.24 Contractor **will not** be responsible for the repair or maintenance needed on a crane.
- 3.2.25 Contractor in the event has multiple service facilities, shall dispatch service from the Contractor's facility that is closest to the City location requesting inspection and/or testing.
- 3.2.26 Contractor's mileage per trip shall not exceed 250 miles roundtrip. Mileage will be verified with the current Texas Mileage Guide and Texas State Travel Guide:
www.window.state.tx.us/comptrol/texastra.html. Mileage will be based on 1,000 miles

3.3 City's Responsibilities

- 3.3.1 The City AWU Project/Contract Manager or designee will provide access to AW facilities where cranes are located.
- 3.3.2 The City reserves the right to add or delete cranes and/or locations as it deems necessary.
- 3.3.3 The City AWU Project/Contract Manager or designee will provide updated point of contact for this contract if any changes of personnel occur during the term of this contract.
- 3.3.4 The City AW Project/Contract Manager or designee will ensure crane(s) is available for inspection.
- 3.3.5 The City AWU Project/Contract Manager or designee will coordinate kick off meeting with contracted vendor to go over contract details and specifics of reporting and record keeping requirements.
- 3.3.6 The City will have the right to require the contracted vendor to dismiss from any site covered under this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the City
- 3.3.7 The City will have the right to refuse dismissed employees to be re-employed by contracted vendor to fulfill the requirements of this contract.
- 3.3.8 The City reserves the right to award contract based on locations. The Contractor must bid on all line items at a location to be considered for award of that location.
- 3.3.9 The City reserves the right to audit records periodically to ensure that inspection and testing is being performed in accordance with these specifications.
- 3.3.10 Contractor and all contractor employees performing services here-under, are not, by this contract, constituted an agent or employee of the City. Accordingly Contractor and contractor employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual contractor employees

4.0 REPORTS AND RECORDS

- 4.1 The Contractor shall provide the Contract Manager or designee with a written report for each unit inspected and/or tested, completed and mailed within 24 hours after completion of the inspection and/or testing.
 - 4.1.a Report shall contain a detailed summary of inspection/testing finds. The findings shall cover items of concern found during the inspection. These items shall be separated into three categories:

- 4.1.a.i Category 1: Identify items that must be repaired and/or replaced prior to the crane being returned to service.
- 4.1.a.ii Category 2: Identify items that are recommended for replacement, repair or installation.
- 4.1.a.iii Category 3: Cranes that are fit for service and have no identifiable concerns.

4.2 Report must include the following:

- 4.2.1 Date of report.
- 4.2.2 Date of inspection/testing.
- 4.2.3 Report must be page numbered.
- 4.2.4 Location of crane
- 4.2.5 The City's crane number.
- 4.2.6 The crane description which shall include the make, model and maximum rated capacity.
- 4.2.7 Manufacturer's serial number.
- 4.2.8 Status of the crane.
- 4.2.9 Printed name and signature of technician(s) performing the services.
- 4.2.10 Signature of the Contract Manager or designee.

4.3 The Contractor shall provide an annual quantitative summary report (in Microsoft Excel format) of inspection/testing findings regarding the cranes. A copy of this report shall be mailed to:

City of Austin, Austin Water
 Purchasing Section
 Attn: Lydia Rodriguez-Torres
 P.O. Box 1088
 Austin, TX 78767

4.4 The report shall contain, to include but not limited to:

4.4.1

Site	Equip #	Inspection Date	Make Model	Serial #	Equip Category	Description of all Defects	Technician Name	Received Inspection Sticker Date
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- 4.4.2 Aggregate detailed summaries for each location explaining defects found on each crane. The Contractor shall also email a copy to the Contractor Manager of each location.
- 4.4.3 The report shall differentiate between defects repaired at the location and defects scheduled for repair.
- 4.4.4 The report must include the date an inspection sticker was placed on a crane at the time of inspection.
- 4.4.5 The Contractor shall retain copies of reports for a minimum of 7 years from the date on the report was completed.

- 4.4.6 If the Contract Manager finds reports containing extraneous data or data that cannot be reconciled with the City records (such as unidentifiable equipment or serial number), the Contractor may be required to return and retest the crane at no additional cost to the City

5.0 INVOICING

- 5.1 The Contractor shall submit invoices within 5 business days from the date of service.
- 5.2 Invoices shall be sent to the Contract Manager or designee where service was performed.
- 5.3 Invoice shall include, but is not limited to, the following:
 - 5.3.1 Contractor's name, on a professionally pre-printed, sequentially numbered form.
 - 5.3.2 Contractor's address and phone number.
 - 5.3.3 City's contract number/purchase order number.
 - 5.3.4 Date of service.
 - 5.3.5 Location of service.
 - 5.3.6 Itemized report of testing and inspection and findings.

6.0 SECURITY

- 6.1 Due to developments in national security, Austin Water needs to know who is providing the service. The Contractor shall provide a minimum 10-year background of employees who will be providing service for this contract. The Contractor shall FAX to the Contact Person (on company letterhead), the technician(s) who will be servicing the locations. Any Contractor employee must be ready to present a picture ID.

BID SHEET - REVISED
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

BID NO. ISR0013

RQM NO. 2200 15101900050

BUYER: Georgia Billela

Copies of Bid: Vendor must submit one original signed bid, 1 copy and one electronic copy on flashdrive or compact disc (CD)

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. These quantities are for a 24-month contract.

		Size Capacity	Year Purchased	Manufacturer	Model #	Model Type	Date of Last Inspection and Testing	Cost for Complete Safety Inspection	Safety Tests	TOTAL FOR EACH LINE
Building Location #2 - Hornsby Bend Biosolids Facility, 2210 S. FM 973, Austin, TX; Chris Adams (512) 972-1997, Ken Lockard (512) 972-1953										
1	Generator Building	3 tons	1985	Chester Hoist	Zephyr	Manual	7/8/2015	\$ 121.25	\$ 226.50	\$ 347.75
2	FEB	2 tons	1985	Robin Meyers	Bautam	Manual	7/8/2015	\$ 111.25	\$ 216.50	\$ 327.75
3	Non Potable Water Building	2 tons	1985	Yale Cable Hoist	KEW216RT1554	Elec	7/8/2015	\$ 111.25	\$ 216.50	\$ 327.75
4	Maintenance Shop	5 tons	1985	Robin Meyers	S-3	Elec	7/8/2015	\$ 151.25	\$ 256.50	\$ 407.75
5	Tool Room	3 tons	2005	No mfg tag	LHH-3B	Chain Lift	7/8/2015	\$ 121.25	\$ 226.50	\$ 347.75
6	Tool Room	1.5 tons	2005	No mfg tag	RZX47	Chain Lift	7/8/2015	\$ 111.25	\$ 216.50	\$ 327.75
7	Tool Room	¾ ton	2005	No mfg tag	4ZX44	Chain Lift	7/8/2015	\$ 91.25	\$ 196.50	\$ 287.75
8	Chain Hoist	1 ton	2005	Coffin	0Z010-20CH0P	Manual	7/8/2015	\$ 111.25	\$ 216.50	\$ 327.75
9	Thickner	2 tons	1990	Robin Meyers	TRE-SG-DD	Elec	7/8/2015	\$ 111.25	\$ 216.50	\$ 327.75
									Total for Location	\$ 3,029.75

BID SHEET - REVISED
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

BID NO. ISR0013

RQM NO. 2200 15101900050

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		Size Capacity	Year Purchased	Manufacturer	Model #	Model Type	Date of Last Inspection and Testing	Cost for Complete Safety Inspection	SafetyTests	TOTAL FOR EACH LINE
Building Location #4 - Walnut Creek Wastewater Treatment Plant, 7113 E. MLK Blvd, Austin, TX; Mike Welch (512) 972-1428, Maintenance Supervisor (512) 972-1434										
10	Maintenance Shop	5 tons	1988	Anchor	S352SM227	Elec	7/9/2015	\$ 151.25	\$ 256.50	\$ 407.75
11	Maintenance Shop	500 lbs Jib	2015	Dayton	2GTD3	Elec	new	\$ 91.25	\$ 196.50	\$ 287.75
12	Operations Bldg	10 tons	1977	Stewart	N/A	Elec	7/9/2015	\$ 201.25	\$ 306.50	\$ 507.75
13	Chlorine Storage	2 tons	1993	Stewart	B1538	Elec	7/9/2015	\$ 111.25	\$ 216.50	\$ 327.75
14	SO2 Building	2 tons	1993	Shawbox	L02020S162701	Elec	7/9/2015	\$ 111.25	\$ 216.50	\$ 327.75
15	S02 Building	1000 lbs	1993	Budgit	8262	Manual	7/9/2015	\$ 91.25	\$ 196.50	\$ 287.75
16	Operations Raw Wet Well	1 ton	1977	Coffing	n/a	Elec	7/9/2015	\$ 111.25	\$ 216.50	\$ 327.75
17	Maintenance Shop/Tool Room	1.5 tons	1977	Zephyr	N/A	Manual	7/9/2015	\$ 111.25	\$ 216.50	\$ 327.75
18	HW2 I Beams	Various Cap.	2000	Archer Western	N/A	Manual	7/9/2015	\$ 151.25	\$ 256.50	\$ 407.75
19	Shop A-Frame	1000 lbs	2005	Shop Made	N/A	Manual	7/9/2015	\$ 91.25	\$ 196.50	\$ 287.75
20	Tool room Chain falls	Various	Various	Various	Various	Manual	7/9/2015	\$ 111.25	\$ 216.50	\$ 327.75
									Total for Location	\$ 3,825.25

Building Location; #6 - #13 - Walnut Creek Wastewater Treatment Plant (Lift Stations) 7113 E. MLK Blvd, Austin, TX; James Dias (512) 972-1434, Jesse Guillen (512) 972-1420

21	Lake Creek 8601 Parmer Lane	3 tons	unknown	Gaffey	EC60163	Elec	unknown	\$ 121.25	\$ 226.50	\$ 347.75
22	Boggy East 6611 Shelton Road	5 tons	1960s	Dresser	N/A	Elec	unknown	\$ 151.25	\$ 256.50	\$ 407.75
23	Tracor Lift Station 7001 FM 969	5 tons	unknown	Detroit	NTH 4G	Elec	unknown	\$ 151.25	\$ 256.50	\$ 407.75
24	Four Points I 12118 Wilson Pk	2 tons	1988	Gaffey	WR40143	Manual	N/A	\$ 111.25	\$ 216.50	\$ 327.75
25	Four Points II 12117 Wilson Pk	2 tons	1988	Gaffey	WR40143	Manual	N/A	\$ 111.25	\$ 216.50	\$ 327.75

BID SHEET - REVISED
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

BID NO. ISR0013

RQM NO. 2200 15101900050

BUYER: Georgia Billela

Copies of Bid: Vendor must submit one original signed bid, 1 copy and one electronic copy on flashdrive or compact disc (CD)

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. These quantities are for a 24-month contract.

		Size Capacity	Year Purchased	Manufacturer	Model #	Model Type	Date of Last Inspection and Testing	Cost for Complete Safety Inspection	Safety Tests	TOTAL FOR EACH LINE
26	Rattan Creek 2709 W. Parmer	2 tons	unknown	Dayton	3Z373B	Manual	unknown	\$ 111.25	\$ 216.50	\$ 327.75
27	Great Hills 9011 Spicebrush	2 tons	unknown	Yale	unknown	Manual	unknown	\$ 111.25	\$ 216.50	\$ 327.75
								Total for Location		\$ 2,474.25

BID SHEET - REVISED
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

BID NO. ISR0013

RQM NO. 2200 15101900050

BUYER: Georgia Billela

Copies of Bid: Vendor must submit one original signed bid, 1 copy and one electronic copy on flashdrive or compact disc (CD)

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. These quantities are for a 24-month contract.

		Size Capacity	Year Purchased	Manufacturer	Model #	Model Type	Date of Last Inspection and Testing	Cost for Complete Safety Inspection	Safety Tests	TOTAL FOR EACH LINE
Building Location #14 - #21 - SOUTH Pumping Stations & Reservoir Maintenance Division; South Service Center 3616 S. 1st. Street Austin, TX; Willie Walker (512) 972-0540, Jaime Pruneda (512) 972-0530										
28	744 Slaughter Lane Pump Stn	10 tons	1987	Kranco	1125	Elec	4/13/2015	\$ 201.25	\$ 306.50	\$ 507.75
29	2901 Davis Lane Pump Stn	10 tons	1985	Shawbox	32737223	Elec	4/13/2015	\$ 201.25	\$ 306.50	\$ 507.75
30	Leuthan Lane Pump Stn 5827 ½ Terravista Drive	1 ton	1998	Tiger	LHH1B	Chain Block	4/13/2015	\$ 111.25	\$ 216.50	\$ 327.75
31	Leuthan Lane Pump Stn 5827 ½ Terravista Drive	2 tons	2000	Gaffey	80L0202516	Elec	4/13/2015	\$ 111.25	\$ 216.50	\$ 327.75
32	Neverbend Pump Stn 2400 Neverbend Cove	2 tons	N/A	Budgit	BEH0216	Elec	4/13/2015	\$ 111.25	\$ 216.50	\$ 327.75
33	Thomas Springs Res 8005 Thomas Springs Road	1 ton	2001	Krone Cranes	BEH0116	Elec	4/13/2015	\$ 111.25	\$ 216.50	\$ 327.75
34	Camp Ben Pump Stn, 11100 ½ FM 1826	2 tons	N/A	Wallace	S4T12S22	Manual	4/13/2015	\$ 111.25	\$ 216.50	\$ 327.75
35	Pilot Knop Station 1800 1/2 Colton Bluff Spring Road	5 tons	N/A	Gaffey	PKRRBC001, Serial # 42132931	Elec	4/13/2015	\$ 151.25	\$ 256.50	\$ 407.75
36	Barclay Pump Station 1702 Barclay Drive	1 1/2 tons	N/A	Kone	CXT200 Serial #A30657	Elec	4/14/2015	\$ 111.25	\$ 216.50	\$ 327.75
37	Allen Road Pump Station 1307 Allen Road	1 1/2 tons	N/A	Shaw Box	80103030XS09 Serial #XH2645VZ	Elec	4/14/2015	\$ 111.25	\$ 216.50	\$ 327.75
									Total for Location	\$ 3,717.50

BID SHEET - REVISED
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

BID NO. ISR0013

RQM NO. 2200 15101900050

BUYER: Georgia Billela

Copies of Bid: Vendor must submit one original signed bid, 1 copy and one electronic copy on flashdrive or compact disc (CD)

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. These quantities are for a 24-month contract.

	Size Capacity	Year Purchased	Manufacturer	Model #	Model Type	Date of Last Inspection and Testing	Cost for Complete Safety Inspection	SafetyTests	TOTAL FOR EACH LINE
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INCLUDE THE FOLLOWING COSTS

38	Road Service (includes transportation and travel time for 1 technician)						\$ 0.575	Price Per Mile		
39	Road Service (includes transportation and travel time for 2 technicians)						\$ 1.15	Price Per Mile		
40	Road Service (includes transportation, equipment to dielectric test bucket liners, and travel time for 1 technician)						\$ 0.575	Price Per Mile		
41	Road Service (includes transportation, equipment to dielectric test bucket liners, and travel time for 2 technicians)						\$ 1.15	Price Per Mile		
42	Any requested additional maintenance or repairs						\$ 60.00	Price Per Hour		
	EQUIPMENT RENTAL						ESTIMATED ANNUAL AMOUNT	PERCENTAGE		
43	% Mark up to cost for third party equipment rentals as indicated in section 3.2.4 and 3.2.4i - 3.2.4iv of scope of work						\$500.00		10%	

COMPANY NAME: Royal Arc Welding Company

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Helen Murphy

EMAIL ADDRESS: hmurphy@royalarc.com

ACCOUNTS RECIEVABLE POINT OF CONTACT: Martha Stier PHONE NUMBER: 734-789-9099

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.
 0600 (IFB) Bid Sheet



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: ISR0013 **Addendum No:** 1 **Date of Addendum:** March 10, 2016

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Bid Opening and Closing Date:

From: Close Date and time - 3/10/2016 @ 2:00 p.m.
Opening Date and time - 3/10/2016 @ 2:15 p.m.

TO: Close Date and time - 3/22/2016 @ 2:00 p.m.
Opening Date and time - 3/22/2016 @ 2:15 p.m.

2. Add Authorized Contact Person: Georgia Billela, Buyer II, 512-974-2939,
Georgia.billela@austintexas.gov

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-974-2554

3/10/16

ACKNOWLEDGED BY:

Helen Murphy
Name


Authorized Signature

April 6, 2016
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB ISR0013** Addendum No: **2** Date of Addendum: **3/21/16**

This addendum is to incorporate the following changes to the above referenced solicitation:

Clarifications:

1. The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on Thursday April 7, 2016. Bids will be accepted until 2:00 PM on April 7, 2016.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Georgia L. Billela, Senior Buyer
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Royal Arc Welding Company
SUPPLIER


AUTHORIZED SIGNATURE

April 6, 2016
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB ISR0013** Addendum No: **3** Date of Addendum: **4/7/16**

This addendum is to incorporate the following changes to the above referenced solicitation:

Clarifications:

1. **The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on Thursday April 14, 2016. Bids will be accepted until 2:00 PM on April 14, 2016.**
2. **The Bid sheet has been replaced in its entirety. Please ensure you bid on Bid Sheet-REVISED.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Georgia L. Billela, Senior Buyer
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Royal Arc Welding Company

SUPPLIER



AUTHORIZED SIGNATURE

April 13, 2016

DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Crane Service Inspection Guidelines

Indiana Office

0640 County Road 27
Ashley, IN 46705
(260) 587-3711 Fax (260) 587-3712



Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
(734) 789-9099 Fax (734) 789-9023



Texas Office

906 Leifester Circle
Killeen, TX 76549
(254) 200-4356 Fax (877) 789-9099



Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

Sales Offices: Kendallville, Indiana (260) 347-7882

For a complete look at our products and services our online friends are invited to visit our
Web site at www.royalarc.com or www.royalarc.org

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Trolley.....	5

Introduction

This Inspection Guideline has been developed by one of Royal Arc's own Crane Technicians. It is intended for our Crane Service Department employees. It provides a detailed outline of our inspection criterion per our Crane Inspection Form. The following has been numbered in correlation with the Crane Inspection Sheets used in the field. Each line item from the inspection sheet has a corresponding numbered line item in this outline including information pertaining to what the item is and what to look for during an inspection. We expect every Crane Service employee to conform to these guidelines for uniformity in inspection and repair quality purposes.

RUNWAYS

1. Rails – Inspect rails for following
 - Visual of runway for alignment
 - Visual of J bolts / rail tabs
 - Visual of splice plates
 - Visual of rail, Top & Sides of ball rail
2. Main Line Conductors- Hot Rail Connection
 - Inspect the connection from the main line to the hot rail
 - Inspect the condition of the insulation of the conductors
3. Main Line Festoon / Collectors
 - Inspect the condition of the Festoon cable, Insulation
 - Inspect the Trolleys for proper operation
 - Inspect that the cable is secured in trolleys
 - Inspect that the collector assemblies are in good mechanical working condition
 - Inspect the shoes for proper even wear, check amount of wear
4. End Stops & Bumpers
 - Inspect that the end stops are secure and check striking height to crane
 - Inspect that the bumpers are in good condition and tight
 - Inspect the bumpers striking location on end stops / other crane bumpers

PENDANT

5. S/O Cord / Strain Relief
 - Inspect the condition of pendant
 - Inspect the condition of connection for the strain relief, to pendant
 - Inspect the connections @ Pendant and J- Box
 - Inspect the conditions of Pendant cord insulation
6. OSHA – Stop / Start
 - Check that Stop Start will activate and deactivate crane operation
 - Check conditions of Pushbutton / Selector switch
 - Check if crane has more that 2 functions and Stop start is installed
7. Pushbuttons
 - Inspect the Conditions of the push buttons
 - Inspect the Operation of each push buttons

CONTROLS

8. Bridge
 - Inspect the controls for the bridge function for proper operation
 - Contactors and relays for loose connections
 - Mainline contactor, Bridge forward and Reversing contactors etc...
 - Contactors tips for excessive wear or arching
9. Trolley
 - Inspect the controls for the trolley function
 - Contactor and relays for loose connections and condition of contactor tips

10. Hoist

- Inspect the controls for the hoist function for proper operations
- Contactors and relays for loose connections and conditions of contactor tips

11 Contactors

- Inspect the conductor's connections and the condition of the tips
- Check for excessive arcing in contactors
- Check for any loose connections

12. Main Line Disconnect

- Inspect the condition of the Main line disconnect enclosure, Door, Lock, Handle,
- Inspect the condition of the fuse holders, and fuses
- Inspect the condition of the conductor's insulation and connection in the main
- Verify Main Line Voltage

RESISTORS

13, 14, 15 & 16. Resistors

- Inspect the condition of the resistor bank.
- Inspect the condition of the conductor's insulation
- Inspect the connections to each resistor bank

BRIDGE

17. Motor

- Operate motor, listen for any obvious noise
- Inspect motor coupling for any slop on keyway
- Inspect motor mounting bolts are tight
- Remove Covers and inspect brushes (Wound Rotor Motors)
- Grease bearings (1 pump every 6 months)

18. Brake

- Inspect the air gap on the brake, Note findings, Adjust per customer's request
- Inspect the condition of the brake shoes
- COIL BRAKES Remove the cover and inspect the discs for wear and cracks
- Clean any brake dust residue from brake shoe / discs

19. Gear-case / Oil

- Check Sight glass for oil level, or Remove oil level plug
- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling

20. Shaft couplings / Bearings

- Inspect the coupling and bearing housing for damage
- Grease all couplings and bearings
- Check for slop on the keyway for couplings
- Check for loose and or missing bolts on couplings

21. Guard and Covers

- Check that guards and cover are on all moving parts
- Check that guard and covers are secure
- Make note to any missing or damaged guards and covers

22. Wheels

- Inspect all wheels for damage, make note of damage
- Grease wheel bearing (Check Customer preference for grease)
- Inspect wheel sweeps for contact and wear

23. Warning Light

- Inspect that the light is working properly when bridge is in motion.
- Check that light is secure to bridge, no exposed wiring

24 Girder End-truck Connection

- Visual inspection of connection, look for loose or missing bolts
- Check paint for any noticeable stress cracking at connection

25. Capacity / Class Rating

- As Per OSHA Check that the Crane is properly rating to ton Capacity
- As Per OSHA Check that the crane has Proper Class Rating

HOIST

26. Motor

- Operate motor, listen for any obvious noise
- Inspect motor coupling for any slop on keyway
- Inspect motor mounting bolts are tight
- Remove Covers and inspect brushes (Wound Rotor Motors)
- Grease bearings (2 pumps every 6 months)

27. Mechanical Load Brake / Eddie Brake

- Inspect brake for any obvious noises
- Grease Bearings

28. Brake.

- Inspect the air gap on the brake - Note findings - Adjust if necessary
- Inspect the condition of the brake shoes
- COIL BRAKES Remove the cover and inspect the discs for wear and cracks
- Clean any brake dust residue from brake shoe / discs

29. Gear-case / Oil

- Check Sight glass for oil level, or Remove oil level plug
- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling

30. Upper Sheave Nest / Load Sprocket

- Visual Inspection of the sheave, check for excessive wear
- Grease sheaves Bearings
- Lube guide and cable

31. Couplings

- Grease Coupling
- Check for slop in keyway
- Check for Loose or missing bolts

32. Gears and Bearings

- Listen for any obvious noises in gearbox
- Grease any accessible bearings
- Check sight glass for oil level, or remove oil level plug

- 33. Guards and Covers
 - Check that guards and cover are on all moving parts
 - Check that guard and covers are secure
 - Make note to any missing or damaged guards and covers
- 34. Hook Block / Block Sheaves
 - Grease Sheaves
 - Grease bearing for Hook rotation
 - Inspect sheaves guides for any wear and damage
 - Inspect the hook for any damage and wear to hook
 - Check for Loose bolts on Hook assembly
- 35. Hook Safety Latch
 - Inspect hook latch for proper operation
 - Check that the spring is not stretched
- 36. Cable / Chain
 - Check entire cable for any type of damage breaks, twists, birdcage etc... on cable
 - Inspect chain for any stretched links, or damage to links twist, grind marks etc...
 - Grease or Lube as necessary
- 37 Rope Drum
 - Inspect drum for knife edge
 - Grease drums bearings
 - Check drum for obvious damage
- 38. Limit Switches
 - Check upper and lower limit switches for proper operation
 - Check that upper mechanical Limit is working properly
 - Make necessary adjustments upon customer request

TROLLEY

- 39. Motor
 - Operate motor, listen for any obvious noise
 - Inspect motor coupling for any slop on keyway
 - Inspect motor mounting bolts are tight
 - Remove Covers and inspect brushes (Wound Rotor Motors)
 - Grease bearings (1 pump every 6 months)
- 40. Brake
 - Inspect the air gap on the brake - Note findings - Adjust if necessary
 - Inspect the condition of the brake shoes
 - COIL BRAKES Remove the cover and inspect the discs for wear and cracks
 - Clean any brake dust residue from brake shoe / discs
- 41. Couplings
 - Grease Coupling
 - Check for slop in keyway
 - Check for Loose or missing bolts
- 42. Gear Case / Oil
 - Check Sight glass for oil level, or Remove oil level plug

- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling
- 43. Gears and Bearings
 - Listen for any obvious noises in gearbox
 - Grease any accessible bearings
 - Check sight glass for oil level, or remove oil level plug
- 44. Frame
 - Inspect for noticeable damage (Dents, cracks or broken welds)
 - Check for any stressed paint in corners
 - Check for any loose bolts
- 45. Wheels
 - Inspect all wheels for damage, make note of damage - Use Calipers
 - Grease wheel bearing (Check Customer preference for grease)
 - Inspect wheel sweeps for contact and wear
- 46. End Stops and Bumpers
 - Inspect that the end stops are secure and check striking height to crane
 - Inspect that the bumpers are in good condition and tight
 - Inspect the bumpers striking location on end stops / other crane bumpers
- 47. Rails
 - Visual of runway for alignment
 - Visual of J bolts / rail tabs
 - Visual of splice plates
 - Visual of rail, Top & Sides of ball rail
- 48. Conductors
 - Inspect the conductors supplying power and control to trolley
 - Inspect festoon insulation for damage
 - Inspect the trolleys for festoon for proper operation
- 49. Collectors
 - Inspect that the hot rails are in good condition
 - Inspect that the Shoes are wearing even / and remainder of shoe life
 - Check that the shoe assemblies are in good working condition
- 50. Festoon system
 - Inspect the insulation of the festoon
 - Inspect the trolleys for festoon for proper operation

Industrial Services

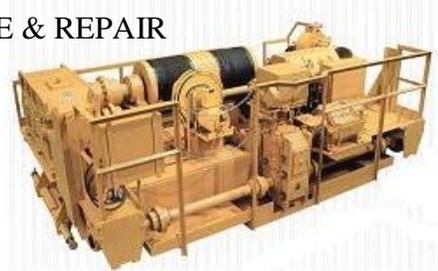
Cranes ◆ Material Handling ◆ Fabricators ◆ Training

OSHA COMPLIANT INSPECTIONS

- OVERHEAD & UNDERHUNG CRANES
- JIB CRANES
- MONORAILS
- FIXED HOISTS
- MAGNETIC PARTICLE TESTING OF HOOKS & LIFTING DEVICES

HOISTS

- COMPLETE SERVICE & REPAIR
- INSPECTIONS
- LOAD TESTING
- PARTS
- INSTALLATION



BRIDGE

- FABRICATION
- INSTALLATION
- UPGRADS
- COMPLETE SERVICE & REPAIR
- MODIFICATIONS
- INSPECTIONS



TROLLEY

- CERTIFIED DISTRIBUTOR
- COMPLETE SERVICE & REPAIR
- INSTALLATION
- PARTS

END TRUCKS

- INSTALLATION
- PARTS
- COMPLETE SERVICE & REPAIR

RUNWAY

- FABRICATION
- REPAIRS
- UPGRADES
- EXTENTIONS
- MODIFICATIONS
- INSPECTIONS



REMOTE/PENDANT

- REPLACEMENT PARTS
- WIRING
- FESTOONING
- COMPLETE SERVICE & REPAIR
- UPGRADES



ACCESSORIES

- 100% USA MADE SYNTHETIC SLINGS
- WIRE ROPES AND CHAIN SLINGS
- PPE EQUIPMENT
- WIRE ROPE CLIPS
- 'C' HOOKS
- BELOW THE HOOK LIFTING DEVICES
- SAFETY CABLE FOR RUNWAYS

Indiana Office

0640 County Road 27
Ashley, IN 46705
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23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
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Texas Office

906 Leifester Circle
Killeen, TX 76549
(254) 200-4356 Fax (877) 789-9099

Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

Sales Offices: Kendallville, Indiana (260) 347-7882

For a complete look at our products and services our online friends are invited to visit our

Web site at www.royalarc.com or www.royalarc.org

Royal Arc Manufacturing

Custom Crane Systems

Royal Arc will design and engineer your next crane application!

Special points of interest:

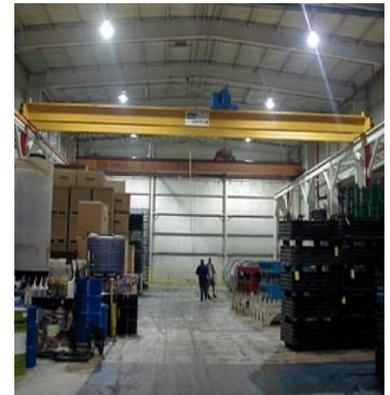
- CUSTOM CRANE APPLICATIONS.
- IN HOUSE ENGINEERING AND DESIGN.
- IN HOUSE FABRICATION OF RUNWAY SYSTEMS AND CRANE APPLICATIONS.
- LARGE WORKFORCE COVERING THE MIDWEST AREA.

Royal Arc Manufacturing is a complete single source supplier of overhead cranes, hoist and automated systems. Through many years of experience in the industry, we've obtained relationships with a variety of manufacturers of overhead material handling equipment. Products range from light ergonomic workstation cranes of 50 lbs. to large bridge cranes and hoists from one ton to 150 ton capacity. Royal Arc provides sales, engineering, installation, testing service and repairs.

Our knowledgeable sales engineers offer application and project design for a variety of systems and equipment. Installa-

tions are conducted by our factory trained service technicians. Quality installations and complete maintenance programs are designed for low upkeep.

Following installation, load testing certifications and inspections assure compliance with OSHA regulations.



20 Ton Capacity Double Girder Top Running Bridge "C" Class Crane—Designed specially for Tower Automotive.

Royal Arc can upgrade your existing Structural Runway System

What's Inside:

Overhead & Underhung Bridge Cranes	2
Gantry & Jib Cranes	2
Monorail Systems	2
Chain Inspections	3
Crane Inspections	3
Crane Training Orientation Classes	3
About Royal Arc	4

Royal Arc Manufacturing not only provides Overhead or Underhung Bridge Cranes, we also provide engineering, design, fabrication and installation of complete runway and support structures. Buildings incapable of supporting a bridge crane lend themselves to this realm of specialized service.

Royal Arc will design and fabricate a complete system independent of the existing building.

Due to many configurations in the building structure, various types of suspension designs are employed. If a system is installed with a Runway into an existing structure, complete engineering for the suspension is provided as part of the project.

Many Runways are installed by using welded or bolted connections. This upgrade will accommodate buildings with the latest OSHA approved standards.





Aluminum Oscillating Underhung Bridge Cranes .



Double Girder Top Running Bridge Crane



Floor Mounted Jib Crane



Motorized Gantry Crane



Royal Arc can design special lifting devices to fit your existing Monorail.

Overhead Bridge Cranes

Overhead Bridge Cranes are available in two basic types: Top Running and Under Running, with single and multiple girder designs. One or more girders form the bridge that supports a trolley and hoist or multiple trolley-hoist units. At each end of the bridge beam are carriers called end trucks. The end trucks move the bridge along a structure called a runway. This type of crane provides three axis of movement and can be controlled by an operator at floor level using a pendant station or remote control.

Top Running Single Girder Bridge Cranes utilize simple construction methods and provide a lightweight structure, resulting in a more economical system. These cranes can accommodate spans up to 50'-0" in a WF Beam & 100'-0" using Box Girder Styles to provide lifting capacities up to 30 Tons.

Under Running Single Girder Bridge Cranes are ideal where the crane can only be supported by the roof structure. Single girder models can be designed to lift capacities up to 20 Ton, with 50'-0" spans using WF Beams & up to

100'-0" using a Box Girder design.

Double Girder Bridge Cranes offer structural stability and are ideal when greater hook height is required allowing the hook travel between both girders. Top Running and Under Running systems can be designed to lift capacities up to 50 Tons.

Box Girder Bridge Cranes facilitate wider spans and offer greater hoisting capacities.

Jib Cranes & Gantry Cranes

Royal Arc manufactures a variety of Jib, Davit and Gantry Cranes. These cranes consist of a horizontal beam (upon which a trolley & hoist may be suspended) that pivots around a vertical axis. Design options can range from manual or power operation with up to a 360° rotation.

Jib Cranes can be attached to a vertical building column; or mounted to a mast attached to the floor. Jib Cranes are economical, utilizing minimal floor space and are available in

capacities ranging from 100 lb. to 10 Tons. Types of Jib Crane Styles: Free Standing Powered or Manual, Free Standing Swing Bracket Style, Mast Type Tie-Rod Style, Mast Type Cantilever Style, Mast Type Axial Style, Wall Mounted Tie Rod Style and Wall Mounted Cantilever Style.

Gantry Cranes are similar to overhead cranes except that the bridge for carrying the hoist and trolley is rigidly fixed on one or more legs running on ground rails, wheels or other runways. Gantry Cranes are both durable and port-

able and are available in a variety of styles with capacities ranging from 1 to 30 Tons, spans from 8 to 100 feet and heights from 6 to 60 feet. All steel construction Gantry Cranes are generally less expensive than overhead cranes and easier to assemble making them ideal for warehouses, loading docks and vehicle maintenance facilities. Our adjustable Height Gantries can be raised and lowered to travel through doorways avoiding many obstructions.

Monorail Systems

Monorail Systems are commonly used in manufacturing and warehousing facilities. Monorails can be used to bring products through the entire manufacturing process without the need for it to touch the ground. Systems can

be as simple as a traveling hoist, or as complex as a custom P.L.C. controlled engineered crane. Monorail Systems have the advantage over ground based system in that they take up no floor space, allowing more pro-

ductivity throughout every square foot of your facility. Utilization of a monorail system opens a whole new world of possibilities to the savvy plant manager. Capacities range from 200 lb. To 10 Tons are available.

Chain and Sling Inspections, Testing & Certification

Royal Arc's highly trained technicians are able to advise on which lifting equipment should be inspected along with the intervals for safety and compliance with all current regulations.

Conducting inspections not only reveals immediate danger, but also determines when wearing parts will need attention in the future.

Royal Arc's testing facility has all the necessary equipment to complete load tests on your existing equipment. All lifting equipment requires certification before use, following repairs, alterations or relocation to maintain compliance with OSHA 1910.179—J.2 (iii & iv), and ASME B30.9

If desired, Royal Arc can take complete responsibility for inspection, i.e. examination of inspection requirements, institute required intervals for written schemes, conduct inspections, maintain records, and advise on relative costs of repairs and monitor efficiency.

WARNING: Failure to comply with the relevant regulations can lead to prosecutions, with very severe consequences.



Lack of the correct markings may seem, "trivial", but they are required by OSHA!



Crane Services {Inspection, Maintenance & Repairs}

Royal Arc Crane Service has Certified Crane Technicians who are qualified and dedicated in providing quality on time service and repairs. Royal Arc stands behind our service and will guarantee that all hoist repairs will be brought to the original Manufacturer's Specifications. Parts and labor from repairs hold a one year warranty.

Royal Arc can offer loaner hoists while your unit is being repaired, or we can supply a new hoisting unit so there's always a backup.

Royal Arc's Crane Inspections are more than a visual profile of your crane system. All of Royal Arc's Crane Inspections include a Full Preventative Maintenance Service which includes; filing oil

levels, greasing fittings, tightening of electrical connections, and fine tuning equipment adjustments.

All of these services are included in a Royal Arc Crane Inspection.

24 Hour Emergency Service

866-572-6385
or
888-829-9099

Conducting Chain Inspections frequently saves lives!



Erection of a Royal Arc 40'-0" Span, 15 Ton Capacity Double Girder Bridge Crane.

"College Accredited" Crane Training Orientation Classes

An Accident is the most obvious sign of a lift gone wrong. Most accidents occur because safety methods are not enforced or practiced. Studies have shown that often basic errors are made prior to lifting. Why?

The solution to reducing accidents is to properly educate and train your personnel to recognize and avoid hazards. Royal Arc provides training programs on site that are customized to meet your

company's requirements. Our program can be conducted in two parts:

- 1) First we provide our own college instructor to train the students in a classroom.
- 2) Secondly, we have incorporated proper rigging procedures to all classes offered.
- 3) Then if you prefer, we perform hands-on training in the field. Our proven training method provides

students with thorough knowledge of equipment before they are expected to demonstrate operations.

Training Courses offered by Royal Arc:

- ◆ **Crane & Rigging** — 4-5 Hr. Course.
- ◆ **Rigger / Signal Person** — 5-6 Hr. Course.
- ◆ **Mobile Crane** — 3 day Course.
- ◆ **OSHA 30 Hour** — General & Construction



Maintaining Partnerships:
Royal Arc has joined forces as exclusive crane training instructors at several Midwest Colleges.

Michigan Corporate Office & Facility
23851 Vreeland—Flat Rock, MI 48134

Phone: 734-789-9099

Fax: 734-789-9023

Indiana Facility

0640 CR 27—Ashley, IN 46705

Phone: 260-587-3711

Fax: 260-587-3712

Georgia Facility

6041-C Ogeechee – Savannah, GA 31419

Phone: 912-358-0036

Cleveland & Columbus – 888-829-9099

Texas Facility

906 Leifester Circle - Killeen, TX 76549

Phone: 254-200-4356

Email: info@royalarc.com

*Royal Arc was founded by a team of experienced designers and construction engineers. Our mission has been to provide a full range of crane options, that have since become the standard of our industry. Royal Arc has grown to be recognized across the country as a premier source of innovative, customer driven solutions to a wide range of industries including but not limited to: **Automotive, Steel Processing, Foundry, Plating Industry, Steel Stamping** and a range of other manufacturing industries. All of these companies have come to Royal Arc with very specific needs and special problems to overcome. Each application has resulted in robust, thoughtfully engineered and meticulously crafted crane systems designed to exceed our customers expectations.*



Specializing in Custom Crane Systems

Visit us on the web @ www.royalarc.com & www.royalarc.org

Why you should choose Royal Arc for your Crane Requirements

Royal Arc believes that our customers are our top priority. We strive to provide you and your organization with highly skilled professionals ranging from; Engineers, Certified Welders, Millwrights, and Experienced Electricians to Knowledgeable Sales Representatives. Royal Arc's qualified staff are capable of designing the highest quality crane systems.

- ◇ Designed in accordance with CMAA specifications
- ◇ Bridge beams fabricated from structural shapes or manufactured from plate to form box girders. This provides the best strength and minimum dead weight
- ◇ Festooned push-button or remote control options
- ◇ Adjustable frequency drives for the bridge, trolley and hoisting units.

- ◇ All wiring is mounted inside with either rigid or flexible conduit
- ◇ All cranes painted with one coat of shop metal primer and 2 coats of safety yellow enamel as standard.
- ◇ All units are fully assembled, inspected and tested before delivery.

Royal Arc gives your “on time delivery” the highest emphasis. Often customer’s schedules and plans become delayed or pushed forward. We will do everything possible to comply with your requirements and timetables. Our complete stock of components for standard bridge cranes enables us to have unequalled deliveries in many instances.

Royal Arc crane’s won’t always have the least expensive price tag on initial examination, but it will always be the best value for the money

spent. Our prime goal is to be the lowest cost, highest quality leader in the crane industry. U.S.A. quality still holds value at Royal Arc.

Royal Arc’s responsibility does not end with the manufacturing and delivery, unless that is your request.

Our own installation crews will erect your crane, perform the necessary startup procedures, and then turn a fully functional high quality crane over to you.

Royal Arc is committed to do everything possible to earn and maintain your trust.



Did You Know? OSHA Crane Regulations Require:

- √ **Initial Start-up** operation test/load test. *1910.179 K-1*
- √ **Preventive Maintenance programs** based on the crane manufacturer's recommendations that are established. *1910.179 L-1* (Signed documentation required)
- √ **A periodic inspection** of an overhead crane at least once every 12 months, and as often as monthly depending upon its service class and environment. *1910.179 J-3* (Signed documentation required)
- √ **Frequent inspections** daily by a crane operator. *1910.179 J-1.ii.A*
- √ **Frequent hook inspections** with a certification record be performed. *1910.179 J-2.iii* (Signed documentation required **MONTHLY**)
- √ **Frequent hoist chain inspections** with certification be performed. *1910.179 J-2.iv* (Signed documentation required **MONTHLY**)
- √ **Frequent wire rope inspections** with certification record be performed. *1910.179 M-1* (Signed documentation required **MONTHLY**)

Stand-by cranes are to be inspected semi-annually, *1910.179 j-4.iii* (Signed documentation required)

A crane that has been idle for six (6) months or longer prior to placing into service must have a complete inspection. *1910.179 J-4.ii* (Signed documentation required)

QUALIFICATIONS FOR INSPECTORS

- **ASMI/ANSI B30.2-1991** Specifies that cranes shall be inspected by a designated person to insure compliance with the applicable provisions of this volume.
- **OSHA 1910.179-1996, Page 511-** Defines designated as follows: selected or assigned by employer or the employer's representative as being qualified to perform specific duties.
- **ANSI B30.2-1991 and CMAA Spec#70, Rev. 1988-** Defines qualified as follows: A person who, by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter and work.

Indiana Office

0640 County Road 27
Ashley, IN 46705
(260) 587-3711 Fax (260) 587-3712



Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
(734) 789-9099 Fax (734) 789-9023



Texas Office

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Killeen, TX 76549
(254) 200-4356 Fax (877) 789-9099



Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our
Web site at www.royalarc.com or www.royalarc.org



References and Past Performances

Solicitation # ISR0013 – REQ # 2200 15101900050

Qualifications and References:

I. US Army Fort Hood

- 1) Services include Monthly Overhead Crane Maintenance including Load Testing and Repairs.
- 2) Contract # W9126G-13-C-0028
- 3) Started May 10 2013 through May 9, 2018
- 4) Base Year Price = \$628,632.25
- 5) Richard Feller
819 Taylor Street
Fort Hood, TX 76102
Phone # 817-886-1165
E-mail: Richard.feller@usace.army.mil
- Andrea Westcott
Bldg 4610 Engineer
Fort Hood, TX 76544
Phone # 254-553-0536
E-mail: andrea.l.westcott.civ@mail.mil
- 6) Contract is for base year and (4) option years to inspect, certify and repair overhead cranes at various locations on base for over 290 units. Royal Arc has a work schedule to inspect and repairs a set number of units on a monthly schedule. Upon completion of the base year Royal Arc will continue with the annual inspections and load test and repairs on as need base. Option Year 1 – 4 price = \$386,488 per year.

II. Altus AFB

- 1) Semi-Annual and Monthly Crane & Hoist Maintenance and Repairs with Annual Load Testing.
- 2) Contract # FA4419-14-P-0011
- 3) Started November 7th, 2013 through November 6th, 2018
- 4) \$224,650.00 for (5) years.
- 5) Adriana Campbell
308 North 1st Street Bldg 52 Ste.2301
Altus AFB, OK 73523
Phone # 508-481-7234
E-mail: adriana.campbell@us.af.mil
- Clifford Flynn
401 L Avenues
Altus AFB, OK 73523
Phone # 580-481-5675
E-mail: cliffor.flynn@us.af.mil
- 6) Semi-Annual Inspections of crane and hoist with monthly preventative maintenance.

III. Fort Stewart & Hunter Army Airfield

- 1) Quarterly Crane & Hoist Inspections with Annual Load Testing for (123) Units
- 2) Contract # W9124M-14-P-0152
- 3) Starting September 8th, 2014 – July, 2017
- 4) \$165,472.20 per year
- 5) John Wing COR
399 Stephen Douglas Street
Hunter Army Airfield, GA 31409
Phone # 912-315-3604
E-mail: edward.j.wing.civ@mail.mil
- James Frye
976 William H Wilson Avenue Ste 100
Fort Stewart, GA 31314
Phone # 912-767-6939
E-mail: james.r.frye20.civ@mail.mil
- 6) Base Year with (2) option years for Quarterly inspection with an Annual Load test per unit during one of the inspections

References and Past Performances

Solicitation # ISR0013 – REQ # 2200 15101900050

IV. Little Rock AFB

- 1) Annual and Semi-Annual Hoist and Cranes Inspections, Load Testing and Repairs.
- 2) Contract # FA4460-11-0049 and Renew Contract # FA4460-14-P-0006
- 3) New contract October, 2013 – September 30, 2016
- 4) New contract price \$71,385.00 plus parts and repairs for (3) years.
- 5) Andrew Westbrook
642 Thomas Avenue
Little Rock AFB, AR 72099
Phone # 501-987-6807
E-mail: andrew.westbrook@us.af.mil
- Chester Richard Palmer
536 Thomas Avenue
Little Rock AFB, AR 72099
Phone # 501-987-7678
E-mail: chester.palmer@us.af.mil
- 6) Inspections of hoist and cranes including load test, capacity of hoist and identification number of hoists. Contract has just been issued for an additional (3) more years covering FY14 – FY16.

V. Worthington Industries

- 1) Services vary from new cranes, inspections and repairs to all related cranes and hoist services.
- 2) Numerous contracts/jobs throughout company.
 - Steel Manufacture with multiple locations throughout the United States
 - Royal Arc holds long term contracts with Worthington Industries facilities located in Baltimore, MD (Tri-Annual Crane Inspections) Decatur AL (Annual Crane Inspections), Porter IN (Quarterly Crane Inspections) and Columbus OH (Crane removal, refurbishment, including upgrading and inspections).
 - Royal Arc began their affiliation with Worthington in 1985 starting in the Michigan area that includes the Taylor, MI facility in which we continue to do Monthly Crane Inspections.
- 3) Providing services since 2001.
- 4) Dollar amount for inspections vary on size of units and type of inspections requested, Magnaflux and ultraviolet dye Penetrant test, load test, etc.
 - Contract – Crane Renovation and replacement Project dated June 19th, 2008 for the Worthington Steel – Columbus OH Plant for **\$344,869.86**.
- 5) Doug Ritchey
1127 Dearborn Drive
Columbus, OH 43085
Office Phone # 614-840-3605 Cell # 614-266-8863
Fax # 614-438-3150
E-mail: dmritche@worthingtonindustries.com
Website: www.worthingtonindustries.com
- 6) List of jobs required at various locations (including brief summary of the requirements):
 - Columbus, OH, Crane upgrade project 2008 including removal and replacement of existing crane system that we continue to inspect annually.
 - Porter IN, Bi Monthly and Quarterly Crane, Hoist & Lift Inspections (multiple units) since 2003 until the present.
 - Jackson, MI, Annual Crane and Hoist Inspections for (11) units starting in 2003 until the present.
 - Decatur, AL, Annual Inspections of Lifting Devices since 2010
- 7) All contracts remain current up to and including 2015.

References and Past Performances

Solicitation # ISR0013 – REQ # 2200 15101900050

VI. Metropolitan Government of Nashville

- 1) Services include cranes and hoist inspections, repairs and load testing.
- 2) Various locations throughout the City of Nashville,
 - Including Metro Water Services and Wastewater Treatment Plants.
- 3) Providing services since 2011 through 2016.
- 4) Dollar amount for inspections vary on size of units and type of inspections requested, magnaflux and ultraviolet dye penetrant test, load test, etc. Contract without repairs included = \$79,325.00 total.
- 5) Michael Clinton
 - 1600 2nd Avenue North
 - Nashville, TN 37208
 - Phone # 615-862-4897
 - Fax # 615-862-4996
 - E-mail: Michael.clinton@nashville.gov
 - a) Manager of Central Wastewater Treatment Plant.
- 6) List of jobs required at various locations (including brief summary of the requirements):
 - Central Wastewater Treatment Plant, Annual Crane and Hoist Inspections, currently completed major repair to Clam Shell Crane May 2012.
 - Whites Creek Wastewater Treatment Plant, Crane and Hoist Inspections March 2012 until the present.
 - Dry Creek Wastewater Treatment Plant, Crane and Hoist Inspections May 2012 until the present.
 - Fleet Maintenance, including Heavy Vehicle & Light Vehicle Shops, Crane and Hoist Inspections May 2012 until the present.

VII. NIST National Institute of Standards & Technology

- 1) Annual Inspections for Cranes & Hoists.
- 2) Contract # SB134111SE440
- 3) Started September, 2011 through August, 2016
- 4) \$20,230.00 per year.
- 5) Josh Alderoty
 - 100 Bureau Drive - Building 301
 - Gaithersburg, MD 20899
 - Phone # 301-975-5867
 - Fax # 301-975-6319
 - E-mail: joshua.alderoty@nist.gov

Kenneth Bishop
100 Bureau Drive - Building 301
Gaithersburg, MD 20899
Phone # 301-975-6952
Fax # 301-975-3839
E-mail: kenneth.bishop@nist.gov
- 6) Inspections of various cranes & hoist total of (119) units.
 - a. Royal Arc service technicians have completed base year's inspections (November, 2011).
 - b. Royal Arc has completed inspection for Options Year 1 and Option Year 2.
 - c. Royal Arc has been doing repairs for various units and will be starting inspections for Options Year 3 in 2015.

Royal Arc Crane Service



www.Royalarc.com

1-888-829-9099

Load Testing Advisory

1) Current specifications regarding the load tests of Overhead Crane Systems

ANSI B30.11 requires the following:

11-227 Rated Load Test

- (a) Prior to initial use, all new, extensively repaired, and altered equipment shall be tested and inspected by, or under the direction of, an appointed or authorized person, and a written report should be furnished by such person, confirming the load rating of the system. The load rating should not be more than 80% of the maximum load sustained during the test.

OSHA 1910.179 Paragraph K2 states the following;

Rated load test.

Test loads shall not be more than 125% of the rated load unless otherwise recommended by the manufacturer. The test reports *shall* be placed on file where readily available to appointed personnel.

(For additional documentation regarding this issue see your local OSHA regulations)

2) **Definitions**

Hoist:

A machinery unit that is used for lifting and lowering a load.

Crane:

A bridging structure that spans two or more runways and provides traversing motion.

Runway:

The rails, beams, brackets and framework on which the crane operates.

3) **Royal Arc Load Testing**

It is our opinion, that it is the owner's responsibility to load test the overhead bridge crane *system*. The "system" consists of the hoist, crane structure, runways, columns and footings. In the case of the equipment being any style of Jib Crane or other lifting equipment inspected by Royal Arc the equipment shall be load tested to comply with CR1910.179 of the federal OSHA General Industry Standards. To test the "system" requires that the full system be in place and therefore must occur after the completion of the crane installation and/or inspection. Although it is hoist industry practice to load test every hoist prior to shipping, this practice does not preclude the requirement for the full load testing upon commissioning of the system once installed on the runway system.

As a service to our customers, Royal Arc provides this load test service to our customer upon completion of the unit's inspection.

1. Royal Arc will provide a full capacity test load** to be used for testing purposes. This load must be 125% of the rated capacity of the crane.
2. The load must be of reliable weight, and be easily accessible and in the immediate area of the crane to be tested.
3. All necessary rigging** will be provided by Royal Arc.
4. The load rigging will be provided while Royal Arc is on site for the original inspection. (If the customer does not require load testing during normal inspection period, but still would like to have a Certified Load Test performed, a crew can be provided on a time and material basis.)

Upon completion of the test, a temporary hand written certification will be supplied to the owner, so that there is no possible exposure to the owner of not having proper documentation. The official Load Test Certificate will follow approximately 2 weeks. Royal Arc will also keep a copy on file.

**Royal Arc is not responsible for any damage that may occur to either the test weights or the rigging used.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Introduction:

Load testing and inspection of overhead cranes is required by many safety regulations, national consensus standards and manufacturers. It is the purpose of the annual condition inspection to ensure that the overall structural, mechanical and electric components of the equipment have been maintained in a safe and serviceable condition and are functioning properly according to the original equipment manufacturer's specifications. It is the purpose of the load test to ensure by actual overloading that the equipment is capable of safely lifting and moving the rated load through all designed motions. The inspection and load test do not take into account the duty factor of the equipment. The frequency of performing a load test can vary depending on regulatory jurisdiction. The CMAA recommends that load testing be performed at least once every four (4) years. Please keep in mind that the original equipment manufacturer may have more stringent requirements and these requirements must take precedence. A certification issued is not a license to use a crane beyond the original designed duty factor. Owners and operators should always be aware of the equipment's duty factor.

The following equipment requires proof testing:

1. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities upon original installation and before equipment is put into service.
2. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities to be proof tested once every four (4) years after original proof test.
3. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities to be proof tested and operationally tested after significant modifications or major repairs are performed.

The certifying agency shall make a determination on whether the Modification's or repairs are sufficient to require a proof test.

The following procedure is established to provide a method which will meet the most stringent requirements that apply to this type of crane. The methods herein recommended are intended to provide a safe and effective means by which load tests can be conducted.

1. Pre-test Procedures

- 1-1. Check that an operator's manual is available for the crane and review same for operational limitations.
- 1-2. Determine the lifting gear to be used with the crane in normal duties or for the purpose of testing the crane if it has already been tested independently. Check that all lifting attachments are clearly marked with their safe working load.
- 1-3. Review previous test and inspection certificates, wire rope inspections, and deficiency reports and determine that any necessary corrections have been made.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

1-4. Review periodic inspection reports, maintenance records and documentation of repairs to determine that all work was in order.

1-5. Determine that the safe working load for the crane is known and clearly marked on the crane or on charts affixed to it. If the crane runway supports more than one crane, verify that the crane runway and its supporting structure were designed to support the cranes and loads in all authorized operational configurations.

1-6. Choose appropriate loads for the test based on the manufacturer's load ratings for the condition of use. A 25% minimum partial load, the rated load, and a proof load as close as possible but not exceeding 125% of rated load shall be used. Check manufacturer's limitations and or specific instructions on testing. Reeving configuration must be recorded.

1-7. Rigging should be arranged for the test loads which conform to good rigging practice for a safe lift.

1-8. Barriers should be set up around the operating perimeter if there is any possibility that personnel or vehicles will intrude into the operating region.

1-9. A pre—test conference should be arranged with the operator, the riggers, and the signalman to establish how the test will be conducted and to review the signals to be used.

1-10. Inspect the crane in its entirety according to the checklist normally used for that type of crane. Particular attention should be given to the structural elements of the crane which will be subjected to stress during the load testing procedure. Any evidence of degradation among the structural elements should be evaluated and a determination made as to the suitability of the crane's condition for load testing and the need for nondestructive testing or dismantling for detailed examination.

1-11. Conduct a visual examination of the crane runway, track, power conductors, collectors and switch gear prior to commencing the test.

1-12. The crane should be operated without a load through its full range of operation and all safety devices and limit switches should be checked. The 25% partial load should then be applied and required adjustments made for appropriate function. (i.e., limit switches, variable frequency drives, soft starts, etc.)

Note: Many of the new cranes today incorporate bridge and trolley travel limits including anti-collision devices, which can be adjusted to maintain a predetermined distance and eliminate the possibility of two (2) cranes or monorail hoists between runway support centers. Inspector must always beware of this fact before load testing.

2. Load Test

2-1. At the start of the rated load test the crane should be positioned over a supporting stanchion or column of the runway with the trolley positioned adjacent to the end truck. With the crane in this position, measure the deflection of the crane main girders and the runway girders at center

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

span.

Lift the rated load a sufficient height to ensure that each tooth of the lifting gear train is subjected to the rated load. Lower the load to a height of 4-8 inches above the ground.

Traverse the bridge to mid span of each runway girder and measure the deflection. Traverse the trolley with rated load to mid span of the bridge and measure the deflection. Compare these values with appropriate specifications for the crane.

Note: Tonnage testing will raise loads in 10'-0" intervals to determine breakaway tonnage.

Published Deflection Specifications:

CMAA #70 Top Riding Double Girder Cranes and Gantry cranes.

CMAA #74 Top Riding and Under Running Single Girder Cranes.

ANSI MH27-1 For Patented Track Underhung Cranes and Monorail Systems.

ANSI MH27.2 For Enclosed Track Underhung Cranes and Monorail Systems.

Raise the rated load approximately five (5) feet above the ground. With the hoist controller in the neutral position, release (by hand) the holding brake. The load controlling device should control the load.

Note: many load brakes are designed to hold the load, always check with the manufacturer.

2-5. With the holding brake in the released position, start the load down slowly and then return the controller to the off position as the test load is lowering. The load controlling device should prevent the load from accelerating.

Note: It is not mandatory for the load controlling device to halt the downward motion of the load; however, one needs to refer to the manufacturer testing procedures, as many load brakes are designed to stop and hold the load.

2-6. For cranes with primary and secondary holding brakes and/or eddy current or hoist dynamic load brakes visually observe that correct operation ensures control of the rated load.

Note: For cranes equipped with a hoist dynamic brake, eddy current brake, or regenerative brake, check lowering speeds against manufacturer's specifications to ensure correct brake operation.

Note: A load test should not be attempted until a full understanding of the brake function is achieved.

Note: Do not release the holding brake when testing equipment with these brake systems. Could cause load to free fall. The speed test should be done with power on, so the holding brake will be in the released position.

2-8. In order to test the reaction of the hoist unit in the event of power failure during a lift, hoist the rated load to a convenient distance above the surface. Lower the load at high speed and, with

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

the controller in the lowering position, disconnect the main power source. The test load should stop lowering when the power is disconnected.

2-9. Increase the test load to 125% of rated load to achieve the proof load. Repeat items 2-1 through 2-7 and determine that during these operations all crane functions operate effectively.

Note: Hoist may be equipped with an adjustable or non-adjustable overload device. This device may require adjustment or modification in order to raise proof load. Always consult manufacturer for instructions.

While handling the proof load, operate the crane at speeds appropriate to the safe operation and control of the load.

2-11. For cranes with two or more hoists, separate tests must be carried out for each hoist.

2-12. Operate the trolley with the proof load suspended from the hook through the maximum operational range on the bridge. Use extreme caution and observe that the trolley brakes are operating properly if appropriate and allow for load swing and coasting.

2-13. Operate the bridge with the proof load suspended from the hook as near as possible to the runway rail on each side through the maximum operational range on the runway system. Use extreme caution and observe for any binding of bridge trucks and proper brake operation etc.

2-14. Test bridge and trolley brakes to determine that they stop their respective functions in a distance equal to 10% of full load speed in feet per minute when traveling at full speed with full rated load.

NOTE: Some jurisdictions require that the bridge brakes must be capable of retarding the motion of the bridge at the rate of 1 foot per second per second while the full rated load is being carried. The stopping distance in feet to meet this requirement can be calculated from the formula, $S = 0.5(v^2/a)$, where v is the observed speed in ft. /sec. and a is the deceleration in ft. /sec. /sec., in this case 1.0 ft./sec./sec.

2-15. When the regulatory authority specifies the rate of deceleration required to meet the energy absorbing requirement for runway and trolley bumpers, the formula in the above note can be used to determine the required stopping distance for the bridge and trolley. To use the formula substitute the appropriate deceleration value for “ a ” and the observed value of “ v ” for the particular function. Some jurisdictions specify “ v ” at a certain per cent of full speed, in which case the reduced value would be substituted in the formula.

2-16. For crane runways with two or more cranes, the 100%* rated load test should be conducted simultaneously for all the cranes that can fit on a single runway span with their buffers in contact. The runway deflection should be measured with the loads suspended as close as possible to the runway with the cranes moving across the span between runway supports and the values compared to appropriate specifications.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Reference: AISE Tech. Report #13 “Guide for Design of Mill Buildings” and specifically “Light and Heavy Industrial Buildings, Part II, With Cranes”, Fisher & Buettner, AISE September, 1979.

3. Post-test Inspection

3-1. After the tests are completed, conduct a thorough examination to ensure that the crane has satisfactorily withstood the tests. Park the crane at the proper location for service access and relax all rigging and reeving to allow for inspection of the wire rope and reeving components. Open the main disconnect and install a safety lock—out device before mounting the crane.

3-2. Check all components of the crane for structural damage including cracks, weld separation, permanent deformation, paint flaking and loose fasteners.

3-3. Check the runway for structural damage or distortion, loose or damaged fasteners, track alignment and secure attachment to the structural support.

3-4. Check the crane and runway electrical components for deterioration and proper condition. Verify the integrity of wiring, connections and enclosures, checking for neatness, security and conformance to appropriate electrical codes.

3-5. Check all sheaves, drums and wire rope for evidence damage or excessive wear. Open the wire rope and inspect the core at several points to determine any deterioration. Give particular attention to potential damage at end fittings and anchor points.

3-6. Check that all required guards are securely attached. Verify that all shafts, couplings and open gears that can be contacted by personnel are properly guarded.

3-7. Make note of any damage, deficiencies, or corrections that may be required.

3-8. Hoist the load blocks clear of personnel or obstructions and verify that the wire rope has wound properly on the hoist drums. Open the main disconnect and leave the pendant, if any, in the designated location.

3-9. Complete the report and conduct an exit briefing, if appropriate.

PRE-TASK PLAN FOR SAFETY (Con't)

Equipment Required: _____

Engineering Required: _____

Scaffolding Required: _____

Other: _____

Control Measures

Area Secured:

_____ Warning Tape

_____ Barricades

_____ Roof Perimeter Protection

_____ Railroad Track Protection

Other: _____

_____ Escape Route Identified

_____ Task Safety Checklist Completed

Other: _____

Verification of Understanding

(Crew members sign to assure that they understand the plan)

Print

Sign

Post Task Inspection Checklist

	Yes	No	N/A
Post- Job Cleanup	___	___	___
Secured Installed Materials	___	___	___
Hot Work Monitored after Work Completed	___	___	___
Barricades Installed where Needed	___	___	___
Equipment Shut Down/ Secured	___	___	___
Locks Removed	___	___	___

Emergency Numbers

Toll Free
888- 829- 9099

24 Hour Emergency# 866-KRANE-85
(866-572-6385)

Michigan: 734-789-9099

Indiana: 260-587-3711

Georgia: 912-358-0036

Cleveland & Columbus: 888-829-9099

Kendallville, IN: 260-347-7882

Texas: 254-200-4356

Shift Manager: _____

Project Manager: _____

ROYAL ARC INDUSTRIAL SERVICE



Pre-Task Plan For Safety



PRE-TASK SAFETY PLAN

Project: _____

Location: _____

Date: _____ **Shift:** _____

Shift Manager: _____

Craft: _____

Process Manager (Sign after Review):

Description of Work: _____

HAZARD IDENTIFICATION

_____ **Housekeeping** _____ **Evacuation Process**

_____ **High Voltage** _____ **Trenches Properly**

_____ **Cables / hot rails** _____ **shored / sloped**

_____ **Requires Fall Protection** _____ **Asbestos/ Lead**

_____ **Protection** _____ **paint**

_____ **Open Holes** _____ **Confined Space**

_____ **Guarding** _____ **RR Track Protection**

_____ **Materials / Scrap** _____ **Hot Work Protection**

_____ **Noise** _____ **High Temperature**

_____ **Working above/** _____ **Carbon Monoxide**

_____ **Below another craft** _____ **(75 PPM Warning**

_____ **Acids / Caustics** _____ **Radiation**

_____ **Toxins** _____ **Hazardous Material**

Task Safety Checklist

Personal Protective Equipment	YES	NO	N/A	Housekeeping	YES	NO	N/A
Goggles / Face Shield	_____	_____	_____	Work Surface Level	_____	_____	_____
Gloves	_____	_____	_____	Aisles, Stairs, Floors Clean	_____	_____	_____
Rubber Boots / suits	_____	_____	_____	Storage of Materials	_____	_____	_____
Respirators	_____	_____	_____	Material Handling / Equipment Inspection			
Body Harness / Shock absorbing lanyard	_____	_____	_____	Cranes or Cherry Pickers	_____	_____	_____
Welding Shield	_____	_____	_____	Air Tuggers	_____	_____	_____
Leather Sleeves / coat	_____	_____	_____	Rigging Checked	_____	_____	_____
Ear Plugs	_____	_____	_____	Cables, Ropes, Slings	_____	_____	_____
Long Sleeve Shirts	_____	_____	_____	Chain Falls	_____	_____	_____
Fire Retardant Clothing	_____	_____	_____	Fall Protection			
Energized Equipment				Rope Grabs	_____	_____	_____
Lockout Verified	_____	_____	_____	Retractables	_____	_____	_____
All Locks Labeled / Tagged	_____	_____	_____	Vertical Lifelines	_____	_____	_____
Broken / Exposed Wiring	_____	_____	_____	Horizontal Lifelines	_____	_____	_____
Fire Protection				Guardrail System—Handrail, Midrail, toeboard	_____	_____	_____
Proper Fire Extinguisher & Fire Hose	_____	_____	_____	Floor Openings Protected	_____	_____	_____
Flammable Materials Removed or	_____	_____	_____	Miscellaneous	_____	_____	_____
Protected	_____	_____	_____	Ladders Secured	_____	_____	_____
Fire Blankets	_____	_____	_____	Scaffolds Inspected	_____	_____	_____
Fire Watch Required	_____	_____	_____	Rebar Protected	_____	_____	_____
Area Need to be Flagged	_____	_____	_____	Pinch Points	_____	_____	_____
Tools				Purge Requirements	_____	_____	_____
Proper Tools for the Job	_____	_____	_____	Trailer Inspection	_____	_____	_____
Ladder Inspection	_____	_____	_____	Daily Shift Ending Audit	_____	_____	_____
Hand Tools in Good Condition	_____	_____	_____	(Assure Equip & Area is secure)	_____	_____	_____
Air hoses secured	_____	_____	_____	Orange RR Safety Cones	_____	_____	_____
Ground Fault protection in place	_____	_____	_____	Rail Road Track Protection	_____	_____	_____
Oxygen / Acetylene tied off	_____	_____	_____	Welding Perimeter Guarding (Weld Flash Protection)	_____	_____	_____
Permits**				** Completing this form <u>does not</u> replace the completing of the required permits			
	Required						
	YES	NO	Complete				
Work Permit	_____	_____	_____				
Excavation	_____	_____	_____				
Confined Space	_____	_____	_____				
Hot Work	_____	_____	_____				
MSDS Available	_____	_____	_____				
Special Written Procedure	_____	_____	_____				

Specific Work Requirements: _____

Alternative Work Areas: _____

Safety & Productivity Improvement Suggestion: _____

Voltage of Equipment Used: _____

CUSTOMER:		DATE:		BUILDING:	
ADDRESS:		LOCATION:		RAW #:	
CITY, STATE:		TYPE:	DG SG TR UH MONO JIB F. UNIT GAN		
JOB #:		VOLTAGE:		OPERATED BY:	CAB PENDANT RADIO

ITEM	DESCRIPTION	N/A	CODE	CODE KEY:		
RUNWAYS	1. RAILS / BEAM			A = ADJUSTED C = CLEANING REQ. D = DANGEROUS	G = GREASE/LUBE M = MONITOR REQ. R = REPLACE /INSTALL	X = ACCEPTABLE Z = ADDITIONAL COMMENTS
	2. MAIN LINE CONDUCTORS					
	3. MAIN LINE FESTOON / COLLECTORS					
	4. END STOPS & BUMPERS					
PENDANT	5. S/O CORD / STRAIN RELIEF			COMMENTS:		
	6. OSHA STOP/START					
	7. PUSH BUTTONS					
CONTROLS	8. BRIDGE					
	9. TROLLEY					
	10. HOIST					
	11. CONTACTORS					
	12. WIRING					
	13. MAIN LINE DISCONNECT					
RESISTORS	14. BRIDGE					
	15. TROLLEY					
	16. HOIST					
BRIDGE	17. MOTOR					
	18. MOTOR BRAKE					
	19. GEAR CASE / OIL					
	20. SHAFT COUPLINGS & BEARINGS					
	21. GUARDS & COVERS					
	22. WHEELS					
	23. WARNING LIGHT / ALARM					
	24. GIRDER END TRUCK CONNECTION					
	25. CAPACITY / CLASS RATING SIGNS					
HOIST	26. MOTOR			CRANE MANUFACTURER: CAPACITY: CRANE SERIAL #: HOIST MANUFACTURER: HOIST SERIAL #: HOIST MODEL #: TECHNICIAN(S)		
	27. MOTOR BRAKE					
	28. EDDIE BRAKE / LOAD BRAKE					
	29. GEAR CASE / OIL					
	30. UPPER SHEAVE NEST / LOAD SPROCKET					
	31. COUPLINGS					
	32. GEARS & BEARINGS					
	33. GUARDS & COVERS					
	34. HOOK BLOCK / BLOCK SHEAVES					
	35. HOOK SAFETY LATCH					
	36. CABLE / CHAIN					
	37. ROPE DRUM / CHAIN BUCKET					
	38. LIMIT SWITCH					
TROLLEY	39. MOTOR					
	40. MOTOR BRAKE					
	41. COUPLINGS					
	42. GEAR CASE / OIL					
	43. GEARS & BEARINGS					
	44. FRAME					
	45. WHEELS					
	46. END STOPS & BUMPERS					
	47. RAILS / BEAM					
	48. CONDUCTORS					
	49. COLLECTORS					
	50. FESTOON SYSTEM					

CUSTOMER'S SIGNATURE: _____



Industrial Services

Cranes ◆ Material Handling ◆ Fabricators ◆ Training

April 6, 2016

City of Austin
124 W 8th Street, Rm 308
Austin, TX 78701
512-974-2554

Attention: Irene Sanchez-Rocha
Subject: Inspections and Testing Stationary Crane w/Annual Load Test
Solicitation No.: ISR0013
Requisition No: 2200 15101900050

Royal Arc Welding Company is a small business our Company Duns # is151414075 and our Federal Tax Identification # is [REDACTED]. Royal Arc Welding Company can offer you 65 years of experience in service, training and manufacturing and is pleased to offer the following technical proposal for your consideration.

Royal Arc Crane Service has Certified Crane Technicians who are qualified and dedicated in providing quality on time service and repairs. Royal Arc stands behind our service and will guarantee that all hoist repairs will be brought to the original Manufacturer’s Specifications. In addition Royal Arc offers a standard warranty on “Inspections” that covers a period of 90 days for labor and parts. Royal Arc’s Crane Inspections are more than visual profile of your crane system.

Royal Arc will supply all necessary tools, equipment and Certified Crane Technicians to complete your OSHA Crane Inspection as indicated on Solicitation ISR0013. These inspections will be performed using our standard crane and hoist inspection form which is attached for your review. During these inspections, we will make adjustments and minor repairs including tightening of electrical connections, adjusting brakes and check motor brushes, rings and filling oil levels with the proper gear oils. **The costs for Complete Safety Inspection are listed on Bid Sheet in Column 1.**

Our certified technicians are located throughout the country; the technicians assigned to this contract will come from our shop in the **Killeen, TX area**. Royal Arc has their own fleet of trucks and equipment necessary to complete your inspections as requested. We have our own lift and mobile crane if the job requires it.

Inspection exclusion: Royal Arc does not include the following items in our inspection and maintenance program; brakes with complete disassembly needed, permanently sealed gear boxes or anything with concealed internal parts.

Royal Arc will also supply all necessary tools, equipment, material, labor and supervision to complete an **Annual Load Tests**. Certified load cells calibrated within one year are used for Static Load testing to provide a more stable and accurate test for safety. Test loads shall not be pulled greater than 125% of the rated load unless otherwise recommended by the manufacturer. **The costs for Load Testing and NDT are listed on Bid Sheet in Column 2 Safety Tests.**

Royal Arc will also supply all necessary tools, equipment, material, labor and supervision to complete an Annual Magnaflux and Ultraviolet Dye Penetrate Test on all required hooks and lifting devices. **(Required annually per ASTM-A275-83)**

Following the inspections, all OSHA documentation requirements will be submitted for your files on individualized reports (Digital or hard copies). In addition, any repairs or areas of concern will be quoted separately.

<i>Indiana Office</i> 0640 County Road 27 Ashley, IN 46705 (260) 587-3711 Fax (260) 587-3712	<i>Corporate Office</i> 23851 & 23891 Vreeland Rd Flat Rock, MI 48134 (734) 789-9099 Fax (734) 789-9023	<i>Texas Office</i> 906 Leifester Circle Killeen, TX 76549 (254) 200-4356 Fax (877) 789-9099	<i>Georgia Office</i> 6041-C Ogeechee Rd Savannah, GA 31419 (912) 358-0036 Fax (877) 789-9099
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Sales Offices: Kendallville, Indiana (260) 347-7882

For a complete look at our products and services our online friends are invited to visit our Web site at www.royalarc.com or www.royalarc.org

City of Austin will be responsible for providing a free and clear accessible work area. Any unexpected delays caused by City of Austin will be charged at an applicable hourly rate.

Inspections will be completed by non-union labor during standard business hours, Monday through Friday from 7:30am to 4:30pm.

Inspections will be scheduled following receipt of contract.

Royal Arc Welding Company acknowledges receipt of Addendums # 1 & # 2 and has included signed copies with bid packet.

Payment Terms: Net 30 Days (Visa, MasterCard, and American Express Accepted)

This proposal remains in effect 60 days from the date of this correspondence.

If in review of this information any questions arise, please do not hesitate to contact our office at 734-789-9099.

Thank you for choosing Royal Arc for your OSHA Inspection needs. We look forward to scheduling your upcoming inspection.

Sincerely,

Helen Murphy



Sales Manager

Government Procurement Specialist

Royal Arc Industrial Services

Toll Free: 888-829-9099

23851 Vreeland Road

Flat Rock, MI 48134



www.royalarc.org, www.royalarcslings.com, www.royalarctraining.com

Attachments:

- Complete Bid Packet Pg 1 – 4 Offer Sheet
 - Bid Sheet Pg 1 – 6
 - Sample Invoice
- Section 0835: Non-Resident Bidder Provision
 - Section 0605: Local Business Presence identification
- Section 0700: Reference Sheet
 - Royal Arc References & Past Performances
- Section 0900: MBE & WBE form
 - Supplemental Purchasing Provisions
- Acknowledge Addendum 1 & 2
- Royal Arc Technical Quote w/Sample Crane Inspection Form
- OSHA Regulations & Crane Service Inspection Procedures
- Load Test Advisory & Load Testing Procedures
- Royal Arc Plan for Safety & Crane Services Publication & Custom Crane System Brochure